



Common Council Chambers
8040 S. 6TH Street
Oak Creek, WI 53154
(414) 766-7000

COMMON COUNCIL MEETING AGENDA

FEBRUARY 1, 2022

7:00 P.M.

Daniel Bukiewicz - Mayor
Steven Kurkowski - 1st District
Greg Loreck - 2nd District
Richard Duchniak - 3rd District
Michael Toman - 4th District
Kenneth Gehl - 5th District
Chris Guzikowski - 6th District

The City's Vision

Oak Creek: A dynamic regional leader, connected to our community, driving the future of the south shore.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 1/18/2022

Recognition

4. **Council Proclamation:** Consider Council Proclamation No. 22-01, Congratulations to Mitchell A. Piraino for receiving the Eagle Scout Award (by Committee of the Whole).

New Business

5. **Resolution:** Consider Resolution No. 12298-020122, authorizing closing on the purchase of the property at 8850 S. 5th Ave. from Oak Creek Lakeside Land Holdings LLC pursuant to the Purchase and Sale Agreement (4th District).
6. **Resolution:** Consider Resolution No. 12299-020122, authorizing closing on the purchase of the property at 10304 S. Oakview Pkwy. from Wispark LLC pursuant to the Oakview Business Park Purchase and Sale Agreement (5th District).
7. **Resolution:** Consider Resolution No. 12303-020122, accepting the property at 8870 S. Nicholson Rd., via Warranty Deed, from Milwaukee Metropolitan Sewerage District pursuant to the October 22, 2018 Intergovernmental Cooperation Agreement (Tax Key No. 862-9992-000) (4th District).
8. **Resolution:** Consider Resolution No. 12304-020122, granting and authorizing execution of a Perpetual Conservation Easement to Milwaukee Metropolitan Sewerage District on the property at 8870 S. Nicholson Rd., pursuant to the October 22, 2018 Intergovernmental Cooperation Agreement (Tax Key No. 862-9992-000) (4th District).
9. **Resolution:** Consider Resolution No. 12302-020122, urging Milwaukee County to dredge the Harbor at the Bender Park Boat Launch (4th District).

Visit our website at www.oakcreekwi.org for the agenda and accompanying common council reports.
This meeting will be live streamed on the City of Oak Creek YouTube page via <http://ocwi.org/livestream>.

10. **Resolution:** Consider Resolution No. 12300-020122, approving the second amendment to the City of Oak Creek Marketing Magazine Services Contract for 2022-2023 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

11. **Resolution:** Consider Resolution No. 12301-020122, approving a Certified Survey Map submitted by Chris Perreault, Carow Land Surveying Co., Inc., for the properties at 175 and 175R W. Ryan Rd. (5th District).

LICENSE COMMITTEE

12. **Motion:** Consider a motion to grant the various license requests as listed on the 2/1/22 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

13. **Motion:** Consider a motion to approve the January 26, 2022 Vendor Summary Report in the total amount of \$625,344.39. (Of this total, \$244,009.92 will impact the 2021 fiscal year, with the remaining \$381,334.47 impacting 2022) (by Committee of the Whole).

MISCELLANEOUS

14. **Motion:** Consider a motion to convene into closed session pursuant to Wisconsin State Statutes Section 19.85, to discuss the following:
 - (a) Section 19.85(1)(c) to discuss the performance evaluation for the City Administrator.
15. **Motion:** Consider a motion to reconvene into open session.
16. **Motion:** Consider a motion to take action, if required.

Adjournment.

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 766-7000, by fax at 766-7976, or by writing to the ADA Coordinator at the Oak Creek Health Department, 8040 S. 6th Street, Oak Creek, Wisconsin 53154.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

COUNCIL PROCLAMATION NO. 22-01
CONGRATULATIONS TO
MITCHELL A. PIRAINO
FOR RECEIVING THE EAGLE SCOUT AWARD

WHEREAS, the conferring of an Eagle Scout is one of the highest awards that can be bestowed upon a Boy Scout; and

WHEREAS, such award is an earned award in that the recipient must perform and successfully complete and pass the rigid requirements exacted to achieve an Eagle Scout Award; and

WHEREAS, less than four percent of all Scouts actually achieve this goal; and

WHEREAS, at a Court of Honor to be held at the Oelschlaeger-Dallmann American Legion Post 434 on Saturday, February 5, 2022, at 1:00 p.m., an Eagle Award will be conferred upon Mitchell A. Piraino; and

WHEREAS, as his Eagle project, Mitchell removed existing rocks at the American Legion Post 434 and replaced them with pavers, creating a better patio area and providing a base for a future canopy; and

WHEREAS, in combination with the immediate visual and structural improvements made to the patio area, the enhancements will also allow visitors, young and old, a stable outdoor area in which to gather; and

WHEREAS, Mitchell recruited and coordinated the efforts of various volunteers, including family members, scout members, and troop leaders to assist with the removal of existing rocks, and plan, arrange and lay patio pavers, putting in a total of over 80 man-hours of work; and

WHEREAS, in addition to earning his Eagle Scout Award, Mitchell was a Jr. Assistant Scout Master for two years, a Sr. Patrol Leader, an Assistant Sr. Patrol Leader, a Quartermaster, was named as Scout of the Year in June 2019 and was presented with the Order of the Arrow, which recognizes Scouts who best exemplify the Scout Oath and Law in their daily lives; and

WHEREAS, the Oak Creek Common Council wishes to recognize this noteworthy achievement of Mitchell Piraino.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby extend their congratulations to Eagle Scout Mitchell A. Piraino for having an Eagle Scout Award conferred upon him by the Boy Scouts of America.

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and the City Clerk be and she is hereby directed to transmit a suitable copy thereof to Mitchell A. Piraino.

Dated this 1st day of February, 2022.

Presented and adopted this 1st day of February, 2022.

Common Council President

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

COMMON COUNCIL REPORT

Item: Closing on Purchase of 8850 South 5th Avenue from Oak Creek Lakeside Land Holdings LLC

Recommendation: That the Council adopts Resolution No. 12298-020122, a Resolution Authorizing Closing on the Purchase of the Property at 8850 South 5th Avenue from Oak Creek Lakeside Land Holdings LLC Pursuant to the Purchase and Sale Agreement

Fiscal Impact: The purchase price for the approximately 46-acre portion of bluff and lakefront real estate is \$891,000.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: On August 17, 2021, the Common Council approved the Purchase and Sale Agreement (the "Agreement") with Oak Creek Lakeside Land Holdings LLC for the purchase of approximately 46 acres located at 8850 South 5th Avenue. This property is contiguous to approximately 30 acres the City purchased from Wispark LLC in 2012 and which is on the lakefront. The parties are working toward closing, presently scheduled for February 18, 2022. The Agreement contingencies have been satisfied. This includes Department of Revenue approval of the amendment to the TIF 13 No. Project Plan and the Department of Natural Resources' issuance of an assurance letter confirming the City's Local Governmental Unit exemption from environmental liability for the property. Proposed Resolution No. 12298-020122 authorizes the Mayor and City Clerk to execute any documents necessary for closing in behalf of the City and directs the City Attorney to consummate this transaction pursuant to the Agreement.

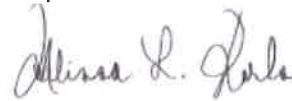
Options/Alternatives: It is anticipated the Common Council will approve this resolution, as it is consistent with the terms of the Purchase and Sale Agreement, bringing the City into title to the property for public access and redevelopment purposes.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Melissa L. Karls
City Attorney

Fiscal Review:

Maxwell Gagin

Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Attachments: Proposed Resolution No. 12298-020122

RESOLUTION NO. 12298-020122

RESOLUTION AUTHORIZING CLOSING ON THE PURCHASE OF THE
PROPERTY AT 8850 SOUTH 5TH AVENUE FROM OAK CREEK LAKESIDE LAND
HOLDINGS LLC PURSUANT TO THE PURCHASE AND SALE AGREEMENT
(PIN 866-9001-000)
(4th Aldermanic District)

WHEREAS on August 17, 2021 the Mayor and Common Council of the City of Oak Creek (the "City") approved the Purchase and Sale Agreement with Oak Creek Lakeside Land Holdings LLC (the "Agreement") for the City to purchase the property at 8850 South 5th Avenue (the "Property"); and

WHEREAS the parties are preparing to close on this transaction for the Property;

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute any documents necessary for closing in behalf of the City of Oak Creek, and the City Attorney is hereby directed to consummate this transaction according to the terms of the Agreement.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of February, 2022.

Passed and adopted this ____ day of _____, 2022.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 2022.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

COMMON COUNCIL REPORT

- Item:** Closing on Purchase of 10304 South Oakview Parkway from Wispark LLC
- Recommendation:** That the Council adopts Resolution No. 12299-020122, a Resolution Authorizing Closing on the Purchase of the Property at 10304 South Oakview Parkway from Wispark LLC Pursuant to the Oakview Business Park Purchase and Sale Agreement
- Fiscal Impact:** The purchase price for the approximately 15 acres located in Oakview Business Park is \$2,084,648.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: On August 17, 2021, the Common Council approved the Purchase and Sale Agreement (the "Agreement") with Wispark LLC for the purchase of approximately 15 acres located at 10304 South Oakview Parkway in the Oakview Business Park. The parties are working toward closing, presently scheduled for February 18, 2022. The Agreement contingency of Department of Revenue approval of the amendment to the TIF No. 8 Project Plan has been satisfied. Proposed Resolution No. 12299-020122 authorizes the Mayor and City Clerk to execute any documents necessary for closing in behalf of the City and directs the City Attorney to consummate this transaction pursuant to the Agreement.

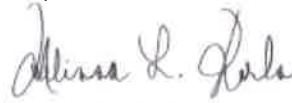
Options/Alternatives: It is anticipated the Common Council will approve this resolution, as it is consistent with the terms of the Purchase and Sale Agreement, bringing the City into title to the property for future development.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Melissa L. Karls
City Attorney

Fiscal Review:



Maxwell Gaggin, MPA
Assistant City Administrator/Comptroller

RESOLUTION NO. 12299-020122

RESOLUTION AUTHORIZING CLOSING ON THE PURCHASE OF THE
PROPERTY AT 10304 SOUTH OAKVIEW PARKWAY FROM WISPARK LLC
PURSUANT TO THE OAKVIEW BUSINESS PARK PURCHASE AND SALE
AGREEMENT
(PIN 955-1028-000)
(5th Aldermanic District)

WHEREAS on August 17, 2021 the Mayor and Common Council of the City of Oak Creek (the "City") approved the Oakview Business Park Purchase and Sale Agreement with Wispark LLC (the "Agreement") for the City to purchase the property at 10304 South Oakview Parkway (the "Property"); and

WHEREAS the parties are preparing to close on this transaction for the Property;

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute any documents necessary for closing in behalf of the City of Oak Creek, and the City Attorney is hereby directed to consummate this transaction according to the terms of the Agreement.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of February, 2022.

Passed and adopted this ____ day of _____, 2022.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 2022.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____



COMMON COUNCIL REPORT

- Item: Warranty Deed from Milwaukee Metropolitan Sewerage District for the Property at 8870 South Nicholson Road
- Recommendation: That the Council adopts Resolution No. 12303-020122, a Resolution Accepting the Property at 8870 South Nicholson Road Via Warranty Deed from Milwaukee Metropolitan Sewerage District Pursuant to the October 22, 2018 Intergovernmental Cooperation Agreement (Tax Key No. 862-9992-000) (4th District)
- Fiscal Impact: No immediate fiscal impact is anticipated with the acceptance of this property from MMSD.
- Critical Success Factor(s):
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: Pursuant to Resolution No. 11989-100218, the City entered into an Intergovernmental Cooperation Agreement with the Milwaukee Metropolitan Sewerage District (“MMSD”) for their Oak Creek Watercourse Flood Management Project (the “Agreement”). The project included the removal of flood risk structures at 1436 East Forest Hill Avenue and 8870 South Nicholson Road from the floodplain. All work is complete for the 8870 South Nicholson Road property, and MMSD is conveying that property to the City via Warranty Deed in accordance with Section 3.J of the Agreement.

Options/Alternatives: None – this action is consistent with actions contemplated under the Agreement between the City and MMSD.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Melissa L. Karls
City Attorney

Fiscal Review:

Maxwell Gagrin, MPA
Assistant City Administrator/Comptroller

Attachments:

- Proposed Resolution 12303-020122
- Draft Warranty Deed

RESOLUTION NO. 12303-020122

RESOLUTION ACCEPTING THE PROPERTY AT 8870 SOUTH NICHOLSON ROAD
VIA WARRANTY DEED FROM MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
PURSUANT TO THE OCTOBER 22, 2018 INTERGOVERNMENTAL COOPERATION
AGREEMENT
(Tax Key No. 862-9992-000)
(4th District)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Warranty Deed from Milwaukee Metropolitan Sewerage District conveying the property at 8870 South Nicholson Road pursuant to the October 22, 2018 Intergovernmental Cooperation Agreement between the parties (the "Deed") is hereby approved and accepted.

BE IT FURTHER RESOLVED that technical corrections or amendments to the Deed that do not substantively change the terms of the Deed and that are approved by the City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of February, 2022.

Passed and adopted this ____ day of _____, 2022.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 2022.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between Milwaukee Metropolitan Sewerage District, a state chartered municipal entity
_____ ("Grantor," whether one or more),
and City of Oak Creek, a municipal corporation

_____ ("Grantee," whether one or more).
Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

By the acceptance of this deed, the City of Oak Creek, for itself and its successors and assign, hereby covenants and agrees to comply with all applicable terms and conditions of the Wisconsin Department of Natural Resources Municipal Flood Control Grant Agreement Number MFC-71823-18, approved February 18, 2019, as successor to the Milwaukee Metropolitan Sewerage District, and furthermore covenants and agrees not to sell, lease, assign or mortgage the premises herein described without prior written approval of the Secretary of the Department of Natural Resources, their designee, or any successor.

See attached Exhibit A for legal description.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing.

Dated _____.

* _____ (SEAL) * _____ (SEAL)

* _____ (SEAL) * _____ (SEAL)

AUTHENTICATION

Signature(s) _____
authenticated on _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on _____
the above-named _____
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

Recording Area

Name and Return Address

City of Oak Creek
Doug Seymour, AICP
Director, Community Development
8040 S 6th Street
Oak Creek, WI 53154

8622992000

Parcel Identification Number (PIN)

This is not homestead property
(is) (is not)

Exhibit A

All that certain parcel of land situated in the County of Milwaukee, State of Wisconsin, being bounded and described as follows:

All except the North 200 feet of the following described parcel of land: That part of the Northwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-two (22), Township Five (5) North, Range Twenty-two (22) East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows, to wit: Commencing at the Southwest corner of the Northwest One-quarter (1/4) of the Northwest One-quarter (1/4) of said Section Twenty-two (22), running thence North and along the West line of said Northwest One-quarter (1/4) of Section Twenty-two (22), 577.50 feet to a point; thence East and parallel to the North line of said 1/4 section, 338.84 feet to a point in the Westerly right of way line of the Chicago and Northwestern Railway, thence Southeasterly along the said right of way line 580.04 feet to a point in the South line of the Northwest One-quarter (1/4) of the Northwest One-quarter (1/4) of said Section Twenty-two (22), thence West along the South line of said Northwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-two (22), 414.33 feet to the place of beginning.

*



COMMON COUNCIL REPORT

Item: Perpetual Conservation Easement to Milwaukee Metropolitan Sewerage District for the Property at 8870 South Nicholson Road

Recommendation: That the Council adopts Resolution No. 12304-020122, a Resolution Granting and Authorizing Execution of a Perpetual Conservation Easement to Milwaukee Metropolitan Sewerage District on the Property at 8870 South Nicholson Road Pursuant to the October 22, 2018 Intergovernmental Cooperation Agreement (Tax Key No. 862-9992-000) (4th District)

Fiscal Impact: No immediate fiscal impact is anticipated with the acceptance of this property from MMSD.

Critical Success Factor(s):
 Vibrant and Diverse Cultural Opportunities
 Thoughtful Development and Prosperous Economy
 Safe, Welcoming, and Engaged Community
 Inspired, Aligned, and Proactive City Leadership
 Financial Stability
 Quality Infrastructure, Amenities, and Services
 Not Applicable

Background: Pursuant to Resolution No. 11989-100218, the City entered into an Intergovernmental Cooperation Agreement with the Milwaukee Metropolitan Sewerage District ("MMSD") for their Oak Creek Watercourse Flood Management Project (the "Agreement"). The project included the removal of flood risk structures at 1436 East Forest Hill Avenue and 8870 South Nicholson Road from the floodplain. All work is complete for the 8870 South Nicholson Road property, and the City is granting this perpetual conservation easement in accordance with Section 3.J of the Agreement.

Options/Alternatives: None – this action is consistent with actions contemplated under the Agreement between the City and MMSD.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Melissa L. Karls
City Attorney

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Attachments:

- Proposed Resolution 12304-020122
- Draft Conservation Easement

RESOLUTION NO. 12304-020122

RESOLUTION GRANTING AND AUTHORIZING EXECUTION OF A PERPETUAL
CONSERVATION EASEMENT TO MILWAUKEE METROPOLITAN SEWERAGE
DISTRICT ON THE PROPERTY AT 8870 SOUTH NICHOLSON ROAD PURSUANT TO
THE OCTOBER 22, 2018 INTERGOVERNMENTAL COOPERATION AGREEMENT
(Tax Key No. 862-9992-000)
(4th District)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Conservation Easement with Milwaukee Metropolitan Sewerage District (the "Easement") is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute and the City Clerk to attest to the Easement in behalf of the City.

BE IT FURTHER RESOLVED that technical corrections or amendments to the Easement that do not substantively change the terms of the Easement and that are approved by the Senior Planner and City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of February, 2022.

Passed and adopted this ____ day of _____, 2022.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 2022.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

Document Number

CONSERVATION EASEMENT

This space is reserved for recording data

Return to:

Milwaukee Metropolitan Sewerage District
Real Estate Department
260 West Seeboth Street
Milwaukee, Wisconsin, 53204-1446

Parcel Identification Number/Tax Key Number

8622992000

**CONSERVATION EASEMENT
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT**

THIS GRANT OF CONSERVATION EASEMENT (the "Grant," "Conservation Easement" or "Easement") is made as of this ____ day of _____, 2021, by and between the City of Oak Creek (the "Grantor") a municipal body corporate, and Milwaukee Metropolitan Sewerage District (the "Grantee"), a municipal body corporate.

WITNESSED, WHEREAS, Grantor is the owner in fee simple of certain real property located in the City of Oak Creek, Milwaukee County, Wisconsin, having a legal description as described in Exhibit A (the "Property") and depicted on the Easement Exhibit of the Property, copies of which are attached as Exhibit B ; and

WHEREAS, Grantor and Grantee recognize that the Conservation Values of the Property and the Property's scenic and open space values have great importance to Grantor, Grantee and the people of the State of Wisconsin; and

WHEREAS, the goals of this Conservation Easement are to preserve the Conservation Values of the Property and to ensure that the Property contributes to the prevention of future flooding risks and the protection of water quality and ecological resources of the region; and

WHEREAS, the Grantor and Grantee desire, intend and have the common purpose of retaining the Property for conservation purposes, including its preservation as a relatively natural habitat of plants and animals and as open space for the scenic enjoyment of the general public and pursuant to governmental conservation policies, as described in Section 170(h) of the Internal Revenue Code of 1986, by placing perpetual restrictions on the use of the Property and granting affirmative rights to the Grantee to monitor and enforce such restrictions in order to preserve, enhance and restore the lands, all as described herein; and

WHEREAS, the common law of the State of Wisconsin and the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, provides for the creation and conveyance of conservation easements which impose restrictions or affirmative obligations on lands for conservation purposes; and

WHEREAS, the Grantee is eligible to be a qualified holder of a conservation easement pursuant to Section 700.40 of the Wisconsin Statutes and is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986; and

WHEREAS, the Grantee agrees by accepting this Conservation Easement to honor the

intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of the public.

NOW THEREFORE, in consideration of the payment of the sum of One and 00/100 Dollars (\$1.00), the mutual covenants, terms, conditions, and restrictions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of Wisconsin, including the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, the Grantor hereby voluntarily grants and conveys to Grantee, its successors and assigns this Conservation Easement in perpetuity over the Property.

1. **Purpose.** It is the purpose of this Conservation Easement to assure that the natural, scenic and open space values of the Property will be retained and to prevent any use of the Property that will significantly impair or interfere with its Conservation Values, and to the extent hereafter provided prevent the use or development of the Property that would conflict with the maintenance of the Property in its open space condition. The Property is included in a plan to prevent future flooding risks and to protect water quality and ecological resources of the region and therefore shall be used only for conservation and recreation as provided herein (the "Conservation Purposes"). Grantor intends that this Conservation Easement will confine the use of the Property to activities not inconsistent with these conservation purposes.

2. **Prohibited Uses.** In furtherance of the foregoing, the Grantor makes the following covenants, on behalf of itself, its successors and assigns, which covenants shall run with and bind the Property in perpetuity, and shall be enforceable with respect to the Property by Grantee against the Grantor, its successors and assigns. Without prior express written consent from Grantee, any activity on or use of the Property inconsistent with the Conservation Purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. The subdivision of the Property into smaller parcels, whether through legal or *de facto* subdivision, including divisions through the creation of condominiums, site leases or other means. It is the intent of this Paragraph to require that the entire Property remain as a single, indivisible tract managed for the Conservation Purposes of this Conservation Easement and to prohibit the conveyance of existing quarter sections and other whole legal descriptions constituting a part thereof, as well as the creation of any new lots or parcels containing any portion of the Property or to be used as common areas for adjoining lots.

B. Use of the Property for commercial or industrial use, including use by easement or other right of access or passage across or upon the Property in conjunction with

commercial activity, including commercial recreational use and commercial agriculture. This Paragraph shall not be construed to prohibit use of the Property for educational or research purposes, provided such educational research uses do not involve the construction of any improvements on the Property nor permit the disturbance or alteration of the physical conditions of the Property.

C. The placement or construction of any structures or other improvements of any kind (including, without limitation, roads and parking lots) other than the following:

- (1) Mowed areas, parking lots and other improvements intended solely for public recreational use of the Property, but limited to no more than One (1) acre of the Property.
- (2) Trails, which may be laid out and maintained in support of, permitted uses of the Property.
- (3) Interpretive signs, observation platforms and boardwalks, which may be constructed with the approval of the Grantee.
- (4) Maintenance, repair or replacement of existing permitted structures.

D. Any disturbance of trees or other vegetation (including the creation or maintenance of sports fields or lawns) except as provided for in subparagraph C or as follows:

- (1) Trees and other vegetation may be planted, managed or removed in order to construct and maintain permitted trails, fences and gates.
- (2) Diseased trees may be managed or removed to reduce or eliminate the threat of spreading the disease to other vegetation.
- (3) Restoration of natural vegetation and natural hydrology including de-channelization of ditches and contouring the land to simulate natural conditions using an approved plan by the Grantee.
- (4) Maintenance of legal access to the Property.
- (5) Nature observation, nature trails and hunting.

Notwithstanding the foregoing, Grantor may maintain the Property as unmanaged

land in natural condition.

E. Any exploration or exploitation of mineral resources by subsurface or surface means.

F. Any use or activity that causes or is likely to cause soil degradation, erosion, or significant pollution of any surface or subsurface waters. The best available management practices shall be employed to minimize soil erosion during and after construction of permitted roads and structures. Specifically, the Property may not be used to mitigate upstream development.

G. The dumping or other disposal of refuse, debris or noncompostable waste on the Property.

H. The placement of advertising signs or billboards on the Property, except those signs whose placement, number, and design do not significantly diminish the scenic character of the Property and signs displayed to state the name and address of the Property, to advertise the Property for sale or rent, or to post the Property to control unauthorized entry or use.

I. Construction of ponds or other manipulation or alteration of watercourses or shore areas, except as allowed by subparagraphs D.(3) and D.(5) above.

J. The use of the Property for agricultural purposes, including grazing.

3. **Rights of the Grantee.** To accomplish the Conservation Purposes of this Conservation Easement, the following rights are conveyed to Grantee:

A. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement in accordance with Section 6, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

B. To prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Section 6.

4. **Reserved Rights.** Grantor reserves to itself and to its successors and assigns, all rights

accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

5. **Notice and Approval.**

5.1 **Notice of Intention to Undertake Certain Permitted Actions.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in this instrument, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Conservation Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement.

5.2 **Grantee's Approval.** Where Grantee's approval is required, as set forth in this instrument, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed is inconsistent with the express conditions or Conservation Purposes of this Conservation Easement.

6. **Grantee's Remedies.**

6.1 **Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, it shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

6.2 **Injunctive Relief.** If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fails to begin curing such violation within such period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

6.3 **Damages.** Grantee shall be entitled to recover damages for violation of the terms

of this Conservation Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

6.4 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, it may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire.

6.5 Scope of Relief. Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Paragraph 6.2, both prohibitive and mandatory, in addition to such other relief to which it may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 Costs of Enforcement. Each party shall be responsible for any costs incurred in enforcing its real estate rights, including attorney's fees.

6.7 Forbearance. Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.8 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

6.9 Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. **Costs, Liabilities, Taxes, and Environmental Compliance.**

7.1 **Costs, Legal Requirements, and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

7.2 **Remediation.** If at any time there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

7.3 **Control.** Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.

7.4 **Indemnification.** Grantee agrees to indemnify and hold Grantor, its successors and assigns, harmless against damages, claims, losses, and liabilities, which may be imposed upon or incurred by Grantor, its successors and assigns, arising out of or in connection with Grantee's use, ownership, and operation of the Property during Grantee's ownership of the Property prior to the effective date of this Conservation Easement, including, but not limited to, claims arising from the existence of any "Hazardous Materials" situated on the Property, and the exposure of persons to any such "Hazardous Materials" caused by Grantee's use, ownership, or operation of the Property prior to the effective date of this Conservation Easement. For the purposes of this Agreement, "Hazardous Materials" means any flammable explosives, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any

substances defined as or included in the definition of "hazardous substance," "hazardous material," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 6901, *et seq.*, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published or promulgated pursuant to said laws.

7.5 **Hold Harmless.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent due to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and similar environmental laws, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, except to the extent caused by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Paragraphs 8.1 through 8.4.

8. **Extinguishment and Condemnation.**

8.1 **Extinguishment.** If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement may be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. Grantee shall be entitled to a portion of the gross proceeds collected from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, equal to the fair market value of this Conservation Easement, or proportionate part thereof, as determined in accordance with Paragraph 8.2.

8.2 **Valuation.** This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Subsection 8.1, the parties stipulate to

have a fair market value determined by an independent appraisal by an appraiser approved by both parties.

8.3 **Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 8.2.

8.4 **Application of Proceeds.** By acceptance of this Conservation Easement by the Grantee, the Conservation Purposes of the Property are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantor and Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. Any costs of a judicial proceeding allocated by a court to the Grantor and Grantee shall be allocated in the same manner as the proceeds are allocated.

9. **Assignment.** This Conservation Easement is transferable. Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under Section 700.40 of the Wisconsin Statutes or any successor provision then applicable or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment; however failure to give such notice shall not affect the validity of such assignment, nor impair the validity or enforceability of this Conservation Easement.

10. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest or mortgage lien. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any and all mortgages or deeds of trust

15.1 **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Wisconsin.

15.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the Grant to effect the purpose of this Conservation Easement and the policy and purpose of the Wisconsin Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

15.3 **Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

15.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein.

15.5 **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

15.6 **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and its respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof include, the above-named Grantor and its successors and assigns, and Grantee and its successors and assigns.

15.7 **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in this Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

15.8 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

15.9 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the first recorded counterpart shall be controlling.

16. **Amendment.** If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee may jointly amend this Conservation Easement by a written instrument recorded in the office of the Milwaukee County Register of Deeds, provided that any such amendment shall not diminish the goals, purposes or conservation benefits of this Conservation Easement, affect its perpetual duration or affect the qualification of this Conservation Easement or the status of Grantee under Section 170(h) of the Internal Revenue Code of 1986 or any successor provision.

TO HAVE AND HOLD the above-described Conservation Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy for the Property use, benefit, and behalf of Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF Grantor has set its hand on the day and year first above written.

CITY OF OAK CREEK

Daniel J. Bukiewicz, Mayor

Attest: Catherine A. Roeske, City Clerk

STATE OF WISCONSIN

)

) ss

COUNTY OF MILWAUKEE

)

Executed this ____ day of January, 2022, pursuant to approval granted on the ____ day of _____, 2022, by the Mayor and City Clerk, respectively, of the City of Oak Creek pursuant to Resolution No. 12304-020122.

Name:

Notary Public, Milwaukee County, Wisconsin

My commission expires: _____

ACCEPTANCE

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

(Signature)
KEVIN L. SHAFER, P.E., EXECUTIVE DIRECTOR
(Print Name-Title)

(Date)

State of Wisconsin)
) ss
Milwaukee County)

On the above date, this instrument was acknowledged before me by Kevin L. Shafer, the Executive Director of the Milwaukee Metropolitan Sewerage District, known to me to be such official, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by his authority as such official.

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

Approved as to form by MMSD legal department:

Approved and drafted by:
Joseph T. Ganzer
Staff Attorney
State Bar No. 1036120
Division of Legal Services
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204

**EXHIBIT A
TO THE
GRANT OF CONSERVATION EASEMENT**

LEGAL DESCRIPTION OF THE PROPERTY

Exhibit A

All that certain parcel of land situated in the County of Milwaukee, State of Wisconsin, being bounded and described as follows:

All except the North 200 feet of the following described parcel of land: That part of the Northwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-two (22), Township Five (5) North, Range Twenty-two (22) East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows, to wit: Commencing at the Southwest corner of the Northwest One-quarter (1/4) of the Northwest One-quarter (1/4) of said Section Twenty-two (22), running thence North and along the West line of said Northwest One-quarter (1/4) of Section Twenty-two (22), 577.50 feet to a point; thence East and parallel to the North line of said 1/4 section, 338.84 feet to a point in the Westerly right of way line of the Chicago and Northwestern Railway, thence Southeasterly along the said right of way line 580.04 feet to a point in the South line of the Northwest One-quarter (1/4) of the Northwest One-quarter (1/4) of said Section Twenty-two (22), thence West along the South line of said Northwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-two (22), 414.33 feet to the place of beginning.

*

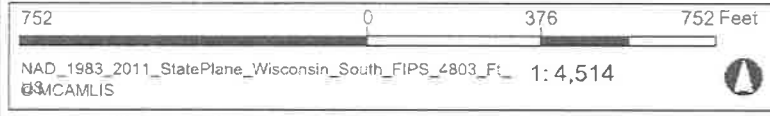
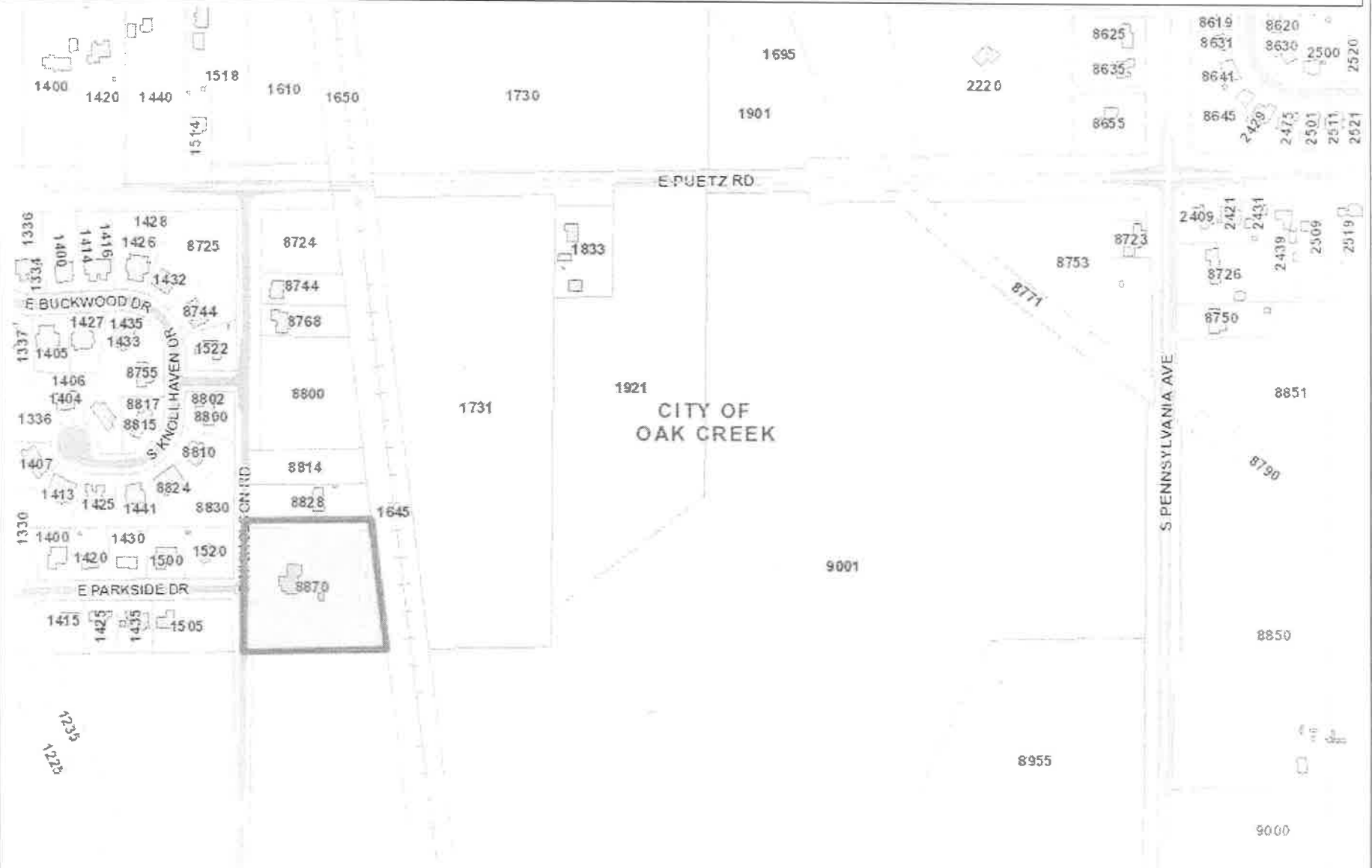
**EXHIBIT B
TO THE
GRANT OF CONSERVATION EASEMENT**

MAP OF THE PROPERTY

EXHIBIT B



MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

COMMON COUNCIL REPORT

Item: Bender Park Boat Launch Dredging

Recommendation: That the Council adopts Resolution No. 12302-020122, a Resolution Urging Milwaukee County to Dredge the Harbor at the Bender Park Boat Launch

Fiscal Impact: There is no fiscal impact to the City of Oak Creek.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Portions of the Bender Park boat launch harbor have again become filled with sand, resulting in its limited and potentially hazardous use. The blockages hinder safe access, and there is a continued likelihood for causing boat damage. In 2010, the Common Council adopted a resolution similar to proposed Resolution No. 12302-020122 to urge Milwaukee County to take necessary action to properly restore the harbor. The County undertook dredging efforts in 2011 and 2013, and the Parks Department sought authorization to apply for grant funding in 2017 for redesign and reconstruction of the access channel, but the issue persists.

The Bender Park boat launch is the only safe harbor for refuge between Oak Creek and Racine, which compels the need to maintain open access should boaters need a place to shelter when weather conditions warrant it. This resolution urges Milwaukee County to immediately take the necessary steps to dredge the harbor and maintain it in a usable and safe condition for the public and, further, to suspend the imposition of boat launch fees until the dredging is completed.

Options/Alternatives: The Common Council could decide not to adopt this resolution urging Milwaukee County to take action.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Melissa L. Karls
City Attorney

Fiscal Review:

Maxwell Gagin

Maxwell Gagin, MPA

Assistant City Administrator/Comptroller

Attachments: Proposed Resolution No. 12302-020122

RESOLUTION NO. 12302-020122

RESOLUTION URGING MILWAUKEE COUNTY TO DREDGE THE HARBOR
ENTRANCE AT THE BENDER PARK BOAT LAUNCH
(4th District)

WHEREAS, Milwaukee County owns and operates the boat launch at Bender Park; and

WHEREAS, the Bender Park boat launch is designated a safe harbor for the boating public and is the only safe harbor between Oak Creek and Racine; and

WHEREAS, the Bender Park boat launch experiences a high volume of boating traffic; and

WHEREAS, certain portions of the harbor and harbor entrance have become silted in to the extent that there is less than 12 inches of water in those areas; and

WHEREAS, several boaters have sustained damage to their boats as a result of the silted over condition in the harbor and;

WHEREAS, it is necessary to dredge the harbor in order to make it safe and usable by the boating public.

WHEREAS, Milwaukee County currently charges launch fees to boaters for the use of the Bender Park boat launch.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that they urge Milwaukee County to immediately undertake dredging of the harbor at the Bender Park boat launch;

BE IT FURTHER RESOLVED by the Mayor and Common Council that they urge Milwaukee County to suspend the imposition of boat launch fees until the dredging of the harbor at the Bender Park boat launch is completed.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Milwaukee County Executive David Crowley, Milwaukee County Parks Director Guy Smith, Milwaukee County Board Parks, Energy and Environment Committee, Milwaukee County Supervisor Patti Logsdon and Milwaukee County Supervisor Steven Shea.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of February, 2022.

Passed and adopted this _____ day of _____, 2022.

Common Council President Kenneth Gehl

Approved this _____ day of _____, 2022.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

COMMON COUNCIL REPORT

Item: Oak Creek Marketing Magazine Services Contract- Second Amendment

Recommendation: That the Common Council adopt Resolution No. 12300-020122, a Resolution Approving the second Amendment to the City of Oak Creek Marketing Magazine Services Contract for 2022-2023.

Fiscal Impact: The City contribution to this magazine would be \$2,750 quarterly, with the potential to be invoiced for no more than \$500 additionally per issue to cover increasing and variable paper and printing costs.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background:

In December 2019, the Common Council approved a two-year contract with Caprile Marketing/Design for the design, production, and marketing of a quarterly magazine, the Current, for distribution to Oak Creek residents and businesses. In January 2021, Council approved an amendment to this contract, increasing stakeholder financial contribution to the publication to offset rising paper, printing, and postage costs. This contract terminated at the end of 2021, but can be extended for another two year term. Other stakeholders/contributors to the magazine include the Oak Creek-Franklin Joint School District and the Milwaukee Area Technical College.

Terms of the 2022-2023 contract begin with the same base stakeholder contribution as the 2021 contract. However, with additional postage increases, increased printing costs, and a paper shortage due to current market conditions, the cost of producing the magazine has increased unpredictably over the last 12-month period. Caprile Marketing/Design is asking major stakeholders (City and School District) for the ability to invoice for those additional costs up to \$500 per stakeholder, if and when they arise. The School District has already agreed to this request.

The Current remains very well received by the community, and an important vehicle for our strategic communications. Communications Coordinator Leslie Flynn works closely with the contractor throughout the various stages of production of the magazine and supports the increase in City contribution.

Options/Alternatives:

The Council could decide not to amend the contract and cease production of the magazine with the Contractor.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Leslie A. Flynn
Communications Coordinator

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Attachments:

- Second Amendment to the City of Oak Creek Marketing Magazine and Services Contract
- Resolution No. 12300-020122

RESOLUTION NO. 12300-020122

RESOLUTION APPROVING THE SECOND AMENDMENT TO CITY OF OAK
CREEK MARKETING MAGAZINE SERVICES CONTRACT

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Second Amendment to the City of Oak Creek Marketing Magazine Services Contract ("Second Amendment") be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the Amendment in behalf of the City of Oak Creek.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of February, 2022.

Passed and adopted this ____ day of _____, 2022.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 2022.

ATTEST:

Mayor Daniel J. Bukiewicz

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

SECOND AMENDMENT TO CITY OF OAK CREEK
MARKETING MAGAZINE SERVICES CONTRACT

This Second Amendment to the City of Oak Creek Marketing Magazine Services Contract (the "Second Amendment") is made and entered into this January ____, 2022, by and between BARBARA CAPRILE d/b/a CAPRILE MARKETING/DESIGN, hereinafter called "Contractor" and the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin, hereinafter called "City".

This Second Amendment is attached to and incorporated herein by reference to the City of Oak Creek Marketing Magazine Services Contract dated February 4, 2020 and the Amendment to City of Oak Creek Marketing Magazine Services Contract dated December 23, 2020 (collectively, the "Contract").

The Contractor and City hereby agree to amend the Contract as follows:

- A. Per Section 4 regarding TERM, this contract is renewed for an additional two-year term terminating on December 31, 2023.
- B. Section 5 regarding PAYMENT shall read as follows: "City shall pay the Contractor a maximum of Two Thousand Seven Hundred Fifty and no/100 Dollars (\$2,750.00) per each of the four (4) Magazine issues within fifteen (15) days of receipt of proper Invoice, consistent with City internal processing schedules, which sum shall constitute the entire City financial contribution. With written verification of increased paper and printing costs provided by Contractor to City, City shall pay the Contractor up to a maximum of Five Hundred and no/100 Dollars (\$500.00) per each of the four (4) Magazine issues within fifteen (15) days of receipt of proper Invoice, consistent with City internal processing schedules, and which sum shall constitute an additional City financial contribution and shall be equal to the additional contribution from the Oak Creek Franklin Joint School District."

It is understood and agreed that the language and agreement contained in this Second Amendment shall be binding upon the parties in addition to the language of the above-referenced Contract previously executed.

The parties hereto agree that all other terms and conditions of the previous Contract remain in full force and effect.

BARBARA CAPRILE
d/b/a CAPRILE MARKETING/DESIGN
7791 S. Drexel Ridge Way, #101
Oak Creek, WI 53154

CITY OF OAK CREEK
8040 S. 6th St.
Oak Creek, WI 53154

By: _____
Barb Caprile

By: _____
Daniel J. Bukiewicz, Mayor

COMMON COUNCIL REPORT

- Item:** Minor Land Division (Certified Survey Map) - 175 & 175R W. Ryan Rd. - Chris Perreault, Carow Land Surveying Co., Inc.
- Recommendation:** That the Council adopts Resolution No. 12301-020122, a resolution approving a Certified Survey Map submitted by Chris Perreault, Carow Land Surveying Co., Inc. for the properties at 175 & 175R W. Ryan Rd. (5th Aldermanic District).
- Fiscal Impact:** The proposal is to combine the properties into a single conforming lot prior to development with a multitenant commercial development. If approved, development of the combined properties would yield positive fiscal impact in terms of assessed value, permit fees, and impact fees. These properties are not currently part of a TID.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background:

The Applicant is requesting approval of a Minor Land Division (Certified Survey Map) combining the properties at 175 & 175R W. Ryan Rd. Following consolidation, the parcel will be 3.708 acres in size and meet all dimensional requirements for the B-4, Highway Business District. A 26-foot-wide ingress & egress easement along the east property line is shown. Utility easements are not shown on the map, including a 10-foot sanitary sewer easement through the middle of the parcel. All easements must be included on the map prior to recording. Wetlands and the delineation information will also need to be shown on the map prior to recording (report prepared by Planning Intern Jack Kovnesky).

The Plan Commission reviewed this request during their January 25, 2022 meeting, and recommended approval subject to the following conditions:

1. That all existing and required easements are shown on the map prior to recording.
2. That all wetlands and delineation information are shown on the map prior to recording.
3. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Options/Alternatives: Council has the discretion to approve, and/or modify the condition(s) of Certified Survey Map approval, or deny the request.

Prepared and Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Approved:



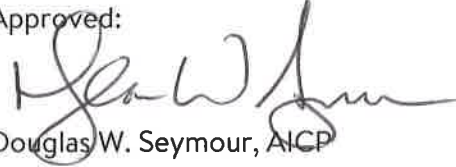
Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Res. 12301-020122

Location Map

Proposed CSM (4 pages)

RESOLUTION NO. 12301-020122

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
CHRIS PERREAULT, CAROW LAND SURVEYING CO., INC.

175 & 175R W. Ryan Rd.
(5th Aldermanic District)

WHEREAS, CHRIS PERREAULT, CAROW LAND SURVEYING CO., INC., hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

WHEREAS, the subdivider has complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

WHEREAS, the Plan Commission has recommended that this certified survey map be approved, subject to the following conditions:

1. That all existing and required easements are shown on the map prior to recording.
2. That all wetlands and delineation information are shown on the map prior to recording.
3. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to the following conditions:

1. That all existing and required easements are shown on the map prior to recording.
2. That all wetlands and delineation information are shown on the map prior to recording.
3. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of February, 2022.

Passed and adopted this 1st day of February, 2022.

President, Common Council

Approved this 1st day of February, 2022.

Mayor

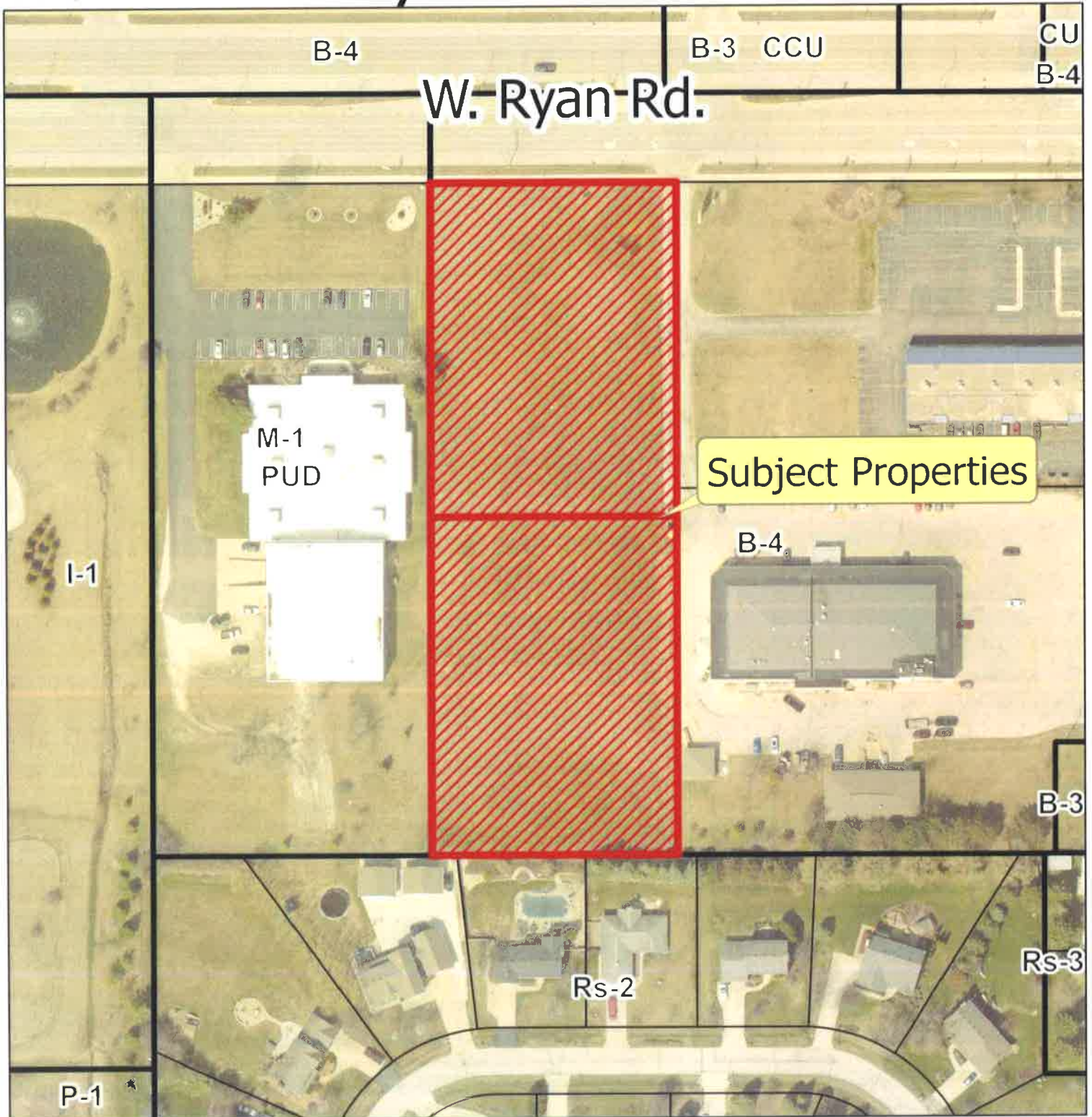
ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

Location Map

175 & 175R W. Ryan Rd.



This map is not a survey of the actual boundary of the property this map depicts

Legend

- Zoning
- Official Street Map
- Floodway
- Flood Fringe
- Parcels
- Subject Properties



Community Development



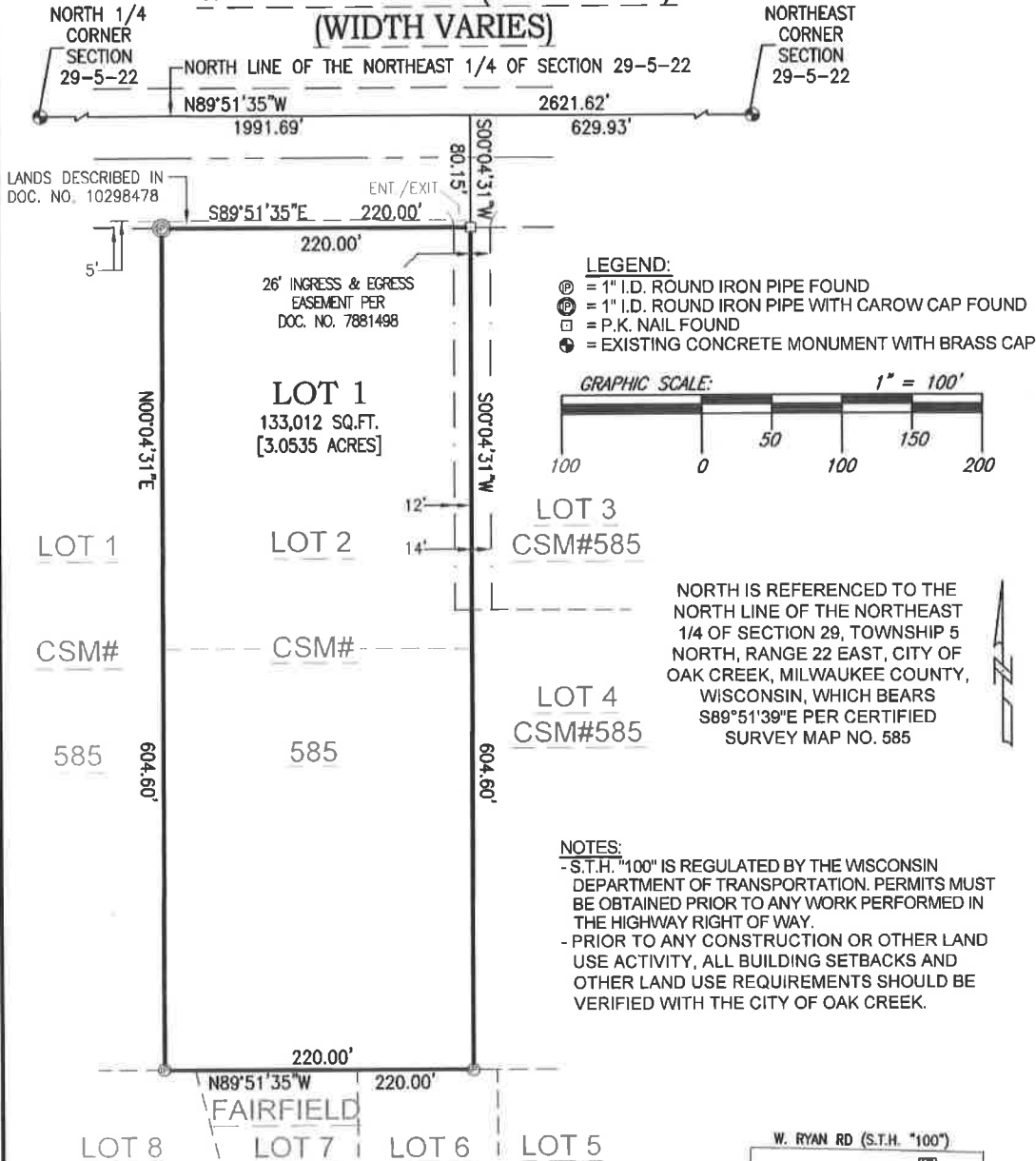
CERTIFIED SURVEY MAP NO. _____

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 585 AS RECORDED IN DOCUMENT NO. 4265559, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

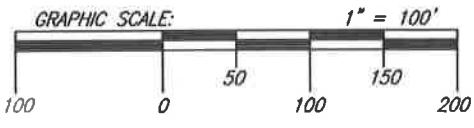
OWNER(S) OF RECORD:
 EYM REALTY OF WISCONSIN LLC
 450 E JOHN CARPENTER FWY STE100
 IRVING, TX 75062
 (214) 819-3800 EXT 132

PARCEL NO.(S):
 9069009003 & 9069009002

WEST RYAN ROAD (S.T.H. "100")
(WIDTH VARIES)



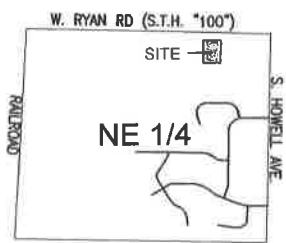
- LEGEND:**
- ⊙ = 1" I.D. ROUND IRON PIPE FOUND
 - ⊕ = 1" I.D. ROUND IRON PIPE WITH CAROW CAP FOUND
 - ⊠ = P.K. NAIL FOUND
 - ⊞ = EXISTING CONCRETE MONUMENT WITH BRASS CAP



NORTH IS REFERENCED TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, WHICH BEARS S89°51'39"E PER CERTIFIED SURVEY MAP NO. 585

- NOTES:**
- S.T.H. "100" IS REGULATED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION. PERMITS MUST BE OBTAINED PRIOR TO ANY WORK PERFORMED IN THE HIGHWAY RIGHT OF WAY.
 - PRIOR TO ANY CONSTRUCTION OR OTHER LAND USE ACTIVITY, ALL BUILDING SETBACKS AND OTHER LAND USE REQUIREMENTS SHOULD BE VERIFIED WITH THE CITY OF OAK CREEK.

Christopher E. Berreault
 CHRISTOPHER E. BERREAU, PLS-2249 DATED 12/23/21
 CAROW LAND SURVEYING CO., INC.
 615 N. LYNNDAL DR., P.O. BOX 1297
 APPLETON, WISCONSIN 54912-1297
 PHONE: (920)731-4168
 A2104.48-21 DATED: 12-23-2021
 DRAFTED BY: jdb MRH



CERTIFIED SURVEY MAP NO. _____

BEING PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 585 AS RECORDED IN DOCUMENT NO. 4265559, LOCATED IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:


I, CHRISTOPHER E. PERREAULT, PROFESSIONAL WISCONSIN LAND SURVEYOR, CERTIFY THAT I HAVE SURVEYED, COMBINED AND MAPPED PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 585 AS RECORDED IN DOCUMENT NO. 4265559, LOCATED IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 29; THENCE N89°51'35"W, 629.93 FEET ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 29 TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 2 OF CERTIFIED SURVEY MAP NO. 585; THENCE S00°04'31"W, 80.15 FEET ALONG SAID EXTENSION AND ALONG THE EAST LINE OF SAID LOT 2 TO THE SOUTH RIGHT-OF-WAY LINE OF WEST RYAN ROAD (S.T.H. "100"); THENCE CONTINUING S00°04'31"W, 604.60 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID LOT 2; THENCE N89°51'35"W, 220.00 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID LOT 2; THENCE N00°04'31"E, 604.60 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF WEST RYAN ROAD (S.T.H. "100"); THENCE S89°51'35"E, 220.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP UNDER THE DIRECTION OF EYM REALTY OF WISCONSIN, LLC, 450 E. JOHN CARPENTER FWY, SUITE 100, IRVING, TEXAS 75062.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED AND THE LAND DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND CHAPTER 119 OF THE CITY OF OAK CREEK CODE OF ORDINANCES IN SURVEYING, COMBINING AND MAPPING THE SAME.




CHRISTOPHER E. PERREAULT, PLS-2249 DATED 12/23/21
CAROW LAND SURVEYING CO., I
615 N. LYNNDALE DRIVE, P.O. BOX 1297
APPLETON, WISCONSIN 54912-1297
PHONE (920)731-4168
A2104.48-21 (RFR) 12-23-2021

CERTIFIED SURVEY MAP NO. _____

BEING PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 585 AS RECORDED IN DOCUMENT NO. 4265559, LOCATED IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

EYM REALTY OF WISCONSIN, A LIMITED LIABILITY COMPANY DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID LIMITED LIABILITY COMPANY CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, COMBINED, AND MAPPED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF OAK CREEK CODE OF ORDINANCES.

IN CONSIDERATION OF THE APPROVAL OF THIS MAP BY THE COMMON COUNCIL, AND IN ACCORDANCE WITH THE CITY OF OAK CREEK, THE UNDERSIGNED AGREES:

THAT ALL UTILITY LINES TO PROVIDE ELECTRICAL POWER AND TELEPHONE SERVICES AND CABLE TELEVISION OR COMMUNICATIONS SYSTEMS LINES OR CABLES TO ALL PARCELS IN THE CERTIFIED SURVEY MAP SHALL BE INSTALLED UNDERGROUND IN EASEMENTS PROVIDED THEREOF, WHERE FEASIBLE.

THIS AGREEMENT SHALL BE BINDING ON THE UNDERSIGNED AND ASSIGNS.

IN WITNESS WHEREOF, THE SAID, EYM REALTY OF WISCONSIN, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____, ITS _____ AND COUNTERSIGNED BY _____, ITS _____, AT _____ COUNTY, _____, ON THE _____ DAY OF _____, 20____.

IN THE PRESENCE OF:
EYM REALTY OF WISCONSIN, LLC

_____ COUNTERSIGNED: _____

PRINT NAME TITLE PRINT NAME TITLE

STATE OF _____)
) SS
_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2001, _____, ITS _____, AND _____, ITS _____ OF THE ABOVE NAMED LIMITED LIABILITY COMPANY, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH _____ AND _____ OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID LIMITED LIABILITY COMPANY BY ITS AUTHORITY,

NOTARY PUBLIC,
MY COMMISSION EXPIRES _____.



Christopher E. Perreault 12/23/21
CHRISTOPHER E. PERREAULT, PLS-2249 DATED

CAROW LAND SURVEYING CO., INC.
415 N. LYNNDAL DRIVE P.O. BOX 1297
APPLETON, WISCONSIN 54912-1297
PHONE: (920)731-4168
A2104.48-21 (RFR) 12-23-2021

CERTIFIED SURVEY MAP NO. _____

BEING PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 585 AS RECORDED IN DOCUMENT NO. 4265559, LOCATED IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

I, _____, BEING THE DULY ELECTED, QUALIFIED AND ACTING CITY TREASURER OF THE CITY OF OAK CREEK, CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN THE OFFICE OF THE CITY TREASURER OF THE CITY OF MILWAUKEE THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON THE LAND INCLUDED IN THIS CERTIFIED SURVEY MAP..

_____ DATED

PRINT NAME: _____, CITY TREASURER

COMMON COUNCIL CERTIFICATE OF APPROVAL:

I CERTIFY THAT THIS CERTIFIED SURVEY MAP WAS APPROVED UNDER RESOLUTION FILE NO. _____, ADOPTED BY THE COMMON COUNCIL OF THE CITY OF OAK CREEK ON THE _____ DAY OF _____, 20_____.

PRINT NAME _____, MAYOR

PRINT NAME _____, CITY CLERK



Christopher E. Perreault 12/23/21
CHRISTOPHER E. PERREAULT, PLS-2249 DATED
CAROW LAND SURVEYING CO., INC.
615 N. LYNNDAL DRIVE P.O. BOX 1297
APPLETON, WISCONSIN 54912-1297
PHONE: (920)731-4168
A2104.48-21 (RFR) 12-23-2021



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 2/1/2022 License Committee Report.

Fiscal Impact: License fees in the amount of \$1,400.00 were collected.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background:

1. Grant an Operator's license to (favorable background reports received):
 - * Stephanie C. Garden (BelAir Cantina)
 - * Corrin E. Kuettel (Classic Lanes)
 - * Ryan P. Atkins (Kwik Trip)
 - * Nicholas P. Rusch (Charcoal Grill)
 - * Amanda J. Eastern (BelAir Cantina)
 - * Madison L. LaRonge (South Shore Cinema)
 - * Jamie L. Nuss (Sidetracked)
 - * John C. Totin (Charcoal Grill)
 - * Darin A. Tucker (BelAir Cantina)

2. Grant a Change of Agent for the 2021-22 Class A Combination license to Aldi, Inc. (Wisconsin), dba Aldi #01, 6810 S. 27th St., from Danielle M. Quale to Emily A. Steer (favorable background report received).

3. Grant a Transient Merchant company license to The Window Store, 2706 S. 163rd St., and to the following salesperson (favorable background report received):
 - * Keith Harvey, 4113 County Road G., Caledonia

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Christa J. Miller CMC/WCMC
Deputy City Clerk

Fiscal Review:

Maxwell Gaggin, MPA
Assistant City Administrator / Comptroller

Attachments: none

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the January 26, 2022 Vendor Summary Report in the total of \$625,344.39.

Fiscal Impact: Total claims paid of \$625,344.39. Of this grand total paid, \$244,009.92 will impact the 2021 fiscal year. The remaining amount, \$381,334.47 will impact the 2022 fiscal year.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Of note are the following payments:

1. \$67,219.06 to Bestco UA (pg #8) for February retiree insurance.
2. \$31,898.14 to Compass Minerals Company (pg #8) for salt inventory.
3. \$28,584.88 to Corelogic, Inc (pg #9) for tax overpayment refund.
4. \$21,369.68 to E. H. Wolf & Sons, Inc. (pg #10) for fuel inventory.
5. \$53,976.70 to Edgewater Resources, LLC (pg #2) for bluff stability site permit & design services.
6. \$100,978.42 to GFL Environmental (pg #10) for January trash and recycling.
7. \$5,726.43 to Lereta LLC (pgs #11-12) for tax overpayment refund.
8. \$37,826.00 to Milwaukee County Federated Library (pg #13) for annual fees.
9. \$90,963.49 to Ramboll US Consulting Inc. (pg #3) for professional services related to Lakeshore Commons and Peter Cooper.
10. \$5,982.00 to Vermont Systems, Inc. (pg #16) for 2022 RecTrac system support.
11. \$46,250.26 to WE Energies (pgs #1, 3, & 16) for street lighting, electricity & natural gas.
12. \$47,328.00 to Wil-Surge Electric (pg #4) for Rawson Avenue street light relocation, Project #22005.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kristina Strmsek
Assistant Comptroller

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Attachments: 1/26/2022 Invoice GL Distribution Report